

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF WILLOUGHBY HILLS  
AND WILLOUGHBY HILLS BOYS LEAGUE

This Memorandum of Understanding ("MOU") is made this \_\_\_\_ day of \_\_\_\_, 2013, by and between the **CITY OF WILLOUGHBY HILLS ("The City")** and **THE WILLOUGHBY HILLS BOYS LEAGUE ("WHBL")**.

The purpose of this Memorandum of Understanding is to establish policies and procedures to foster a continuing working relationship between the WHBL and the City in order to provide quality baseball, football and basketball sports programs for the youth residents of Willoughby Hills.

The Willoughby Hills Boys League ("WHBL") will designate a Commissioner for each sport and will establish an entity known as "Willoughby Hills Sports Commission ("WHSC"). The WHSC will be comprised of the three Commissioners (i.e. one each for baseball, football, and basketball) and then will work directly with the Mayor or his designee to coordinate baseball, football and basketball in the City. The Willoughby Hills Sports Commission ("WHSC") will organize their sports' programs, including selecting managers and coaches, for their respective established leagues.

The Commissioners, in conjunction with their sports' respective established leagues if necessary, will set the rules and regulations under which each sport will participate; the WHSC will further oversee all aspects of each sport. The WHSC will work closely with the City Administration, the Mayor or his designee regarding registration, uniform and equipment purchases, practice, game, and playoff scheduling, and field preparation to ensure required City protocols are followed.

The City will collect fees for each sport and upon deposit of said funds, a copy of the related applications will be provided to WHBL. All fees are to be established by each respective sport's Commissioner and City Administration, the Mayor or his designee.

The City will purchase all uniforms and equipment for each sport using the registration fees collected for that sport. Any deficit for a particular sport's season may be covered by the WHBL, in its sole discretion, with proceeds from its General Fund. Any surplus for a particular sport's season will remain in the City of Willoughby Hills' Finance Department's account for that particular sport and shall be available to be utilized by the WHBL at a future time for that sport. A monthly accounting of both expenses and revenue of each of these three sports accounts will be provided to the WHBL Treasurer by WH Finance Director.

The WHBL will pay for umpires and officials for each sport out of its General Fund.

The City will conduct background checks on managers and coaches for each sport. Registration fees proceeds will be used to pay for such background checks.

The WHBL will, in its sole discretion, use fundraising and its General Fund proceeds for improvements in the sports programs and fields. The WHBL will provide opportunities for (i.e. fund) tournaments, whether within the City or elsewhere, and may assist in funding extraordinary costs not covered by the sports registration fees.

The WHBL will provide the City of Willoughby Hills Finance Department a year-end audit of their accounting books to be kept on file for Auditor's review.

WHBL shall be included in the City's General Liability Insurance Policy but only for acts within the scope of their duties for the City at the City's direction. However, no WHBL volunteer is insured for "bodily" injury or "personal and advertising injury." The WHBL shall ensure that applications include the necessity for player's medical insurance coverage to provide for bodily injury claims, not covered under the City's General Liability policy (see Attachment 1). Furthermore, it is understood that any medical claim incurred for any manager or coach would be the sole responsibility of the individual's medical insurance carrier for bodily injury claims as they are not a covered benefit under the City's General Liability policy.

The City will adequately and reasonably maintain and prepare all fields of play.

All facilities, including fields, concession stands and storage buildings remain the property of the City of Willoughby Hills. The WHBL will coordinate field and/or gymnasium usage with assistance from the City Administration, the Mayor or his designee to ensure quality baseball, football, and basketball sports programs are maintained. No field preparation or maintenance can be made or contract entered into by the WHBL without the written consent of the City Administration, the Mayor or his designee with the direction of Willoughby Hills Service Superintendent. In the event that a coach or manager would approach a field and deem it undesirable or unsafe for play, the coach or manager should contact the Sports Commissioner who will in turn notify City Administration. Administration will then contact Service Department Superintendent to make a determination and plan to alter the field, if deemed necessary to do so. All requests for such field changes are to be documented in writing by City Administration, the Mayor or his designee in the event of an incident if the field is thought to be unsafe or substandard. At no time does WHBL, a coach or manager have the permission or right to alter a field in any way without the written permission of City Administration, the Mayor or his designee.

All field, property and/or gymnasium usage by other entities will be provided on a first-come basis only after all recreational program needs per this Memorandum of Understanding have been met.

Assignment for a point of contact for both entities for the purpose of financial purposes shall be as follows: City Administration for the City of Willoughby Hills and the WHBL Treasurer for WHBL.

**CITY OF WILLOUGHBY HILLS, OHIO:**

\_\_\_\_\_  
Robert M. Weger, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas G. Lobe, Law Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Brichacek, Finance Director

\_\_\_\_\_  
Date

**WILLOUGHBY HILLS BOYS LEAGUE:**

\_\_\_\_\_  
, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
, Treasurer

\_\_\_\_\_  
Date

## EXHIBIT A

The following should appear on all WHBL sports applications:

"I/we, the parents or legal guardian(s) of the named participant, who is a candidate for a position in the Willoughby Hills Recreation Department Sports Program, Willoughby Hills Boys League, hereby give my/our approval to their participation in any and all activities of the League. We assume all risks and hazards incidental to the conduct of the activities and transportation to and from the activities. We do further hereby release, absolve, indemnify and hold harmless the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors, and supervisors, any or all of them. In case of injury, we hereby waive all claims against the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors or any of the supervisors appointed by them. We likewise release from responsibility any person transporting the participant to and from our activities. We will provide both a certified birth certificate of the above named player upon request from league officials.

Hospitalization: I/we as parent(s) have "Blue Cross" or an equivalent medical insurance to cover my/our child (ren) in case of injury. YES\_\_\_\_ NO\_\_\_\_

In the event that any of the above named children or any other members of our family, as participants should be insured for any reason, we shall use our hospitalization insurance and/or pay any and all such injury and save harmless, indemnify and release the City of Willoughby Hills, the Willoughby Hills Boys League, the organizers, sponsors and supervisors.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_